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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 NAUTILUS, INC.,

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12 Plaintiff,

13 v.

14 THOMAS HEMPEL, an individual, and  
15 d/b/a NEW ORLEANS IMPORT  
16 COMPANY, et al.,

17 Defendants.

} Case No. CV 12-07430 DMG (Ex)

} **DEFAULT JUDGMENT AND**  
} **PERMANENT INJUNCTION**

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19 Pursuant to the Court's Order granting Plaintiff's Motion for Default Judgment,  
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21 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that judgment is  
22 entered in favor of Plaintiff Nautilus, Inc., and against Defendant Thomas Hempel, d/b/a  
23 New Orleans Import Company, as follows:

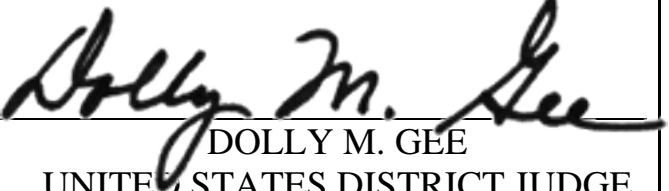
- 24  
25 (1) Plaintiff is awarded a total of \$250,000.00 in statutory damages under 15  
26 U.S.C. § 1117(c), plus taxable costs and post-judgment interest,  
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- 1 (2) Defendant Thomas Hempel, his officers, agents, employees, affiliated  
2 companies, and those in active concert or participation with them, are  
3 permanently restrained and enjoined from:
- 4 (a) purchasing, importing, distributing, selling, or offering for sale,  
5 counterfeit dumbbells that infringe the Dumbbell Configuration mark,  
6 or assisting, aiding or abetting any other person or entity in doing so;  
7 and
- 8 (b) using the Bowflex Trade Dress or other trade dress confusingly  
9 similar therewith, or assisting, aiding or abetting any other person or  
10 entity in doing so.
- 11
- 12 (3) Within thirty (30) days, Defendant shall,
- 13 (a) deliver up to counsel for Nautilus any and all exercise equipment in  
14 his possession, custody, and/or control that infringes the Dumbbell  
15 Configuration mark and/or Bowflex Trade Dress;
- 16 (b) recall and deliver up to counsel for Nautilus all goods sold or  
17 distributed by him that infringe the Dumbbell Configuration mark  
18 and/or Bowflex Trade Dress;
- 19 (c) deliver up to counsel for Nautilus any and all documents in his  
20 possession, custody, and/or control that reflect or relate to the  
21 purchase, importation, storage, shipping, or sale of exercise equipment  
22 that infringes the Dumbbell Configuration mark and/or Bowflex Trade  
23 Dress;
- 24 (d) and prepare and deliver to counsel for Nautilus a complete list of  
25 entities from whom Defendant purchased, and to whom he sold,  
26 exercise equipment that infringes the Dumbbell Configuration mark  
27 and/or Bowflex Trade Dress; and  
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1 (e) serve upon counsel for Nautilus a written report, under oath, setting  
2 forth in detail the manner in which Defendant has complied with the  
3 foregoing requirements.  
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5 **IT IS SO ORDERED.**

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7 DATED: June 20, 2013

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9 DOLLY M. GEE  
10 UNITED STATES DISTRICT JUDGE  
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